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DRAFT MINUTES OF THE 2ND SAEU TRUST BOARD  
MEETING HELD ON THURSDAY, 25TH MAY 1995, AT THE  
SACHEDTS BOARD ROOM 6TH FLOOR, ALLIED BUILDING,  
JOHANNESBURG.

1.0 PRESENT

1.1 Ms A.T. Ngegebule - UNISA - Chairperson.

1.2 Ms N.E. Ligate ' Director, SAEU - Trustee

1.3 Ms E.P. Nonyongo - UNISA, SAEU - Trustee

1.4 Rev. M. Gamede - SACC, SAEU - Trustee

2.0 ABSENT WITH APOLOGY

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2.1 Mr. M. Tikly - Ministry of Education,  
Pretoria - Trustee

2.2 Mr. Carl Wright - CLGF, Director - Trustee

2.3 Ms Jenny Glennie - Director, SAIDE - Trustee

SAEU STAFF

3.1 Ms M. Mthembu - SAEU Trust, Johannesburg

3.2 Mr. N.Z. Reuben - SAEU, Dar-es-Salaam

OPENING AND ADOPTION OF AGENDA ITEMS

4.1 The Chairperson declared the Meeting properly constituted to transact the  
business of the day at 10:25 hrs. She welcomed colleagues from Dar-es-  
Salaam and other Members to the Meeting.

4.2 The Meeting noted that three Trustees namely Mr. M. Tikly, Mr Carl Wright  
and Ms Jenny Glennie had sent advance apologies for their absence. The  
Meeting further noted that Rev. Gamede was being expected.

4.3 Agenda Items were adopted without amendments as follows:

4.3.1 Reading and confirmation of Previous Minutes.

4.3.1 Matters Arising From the Previous Minutes.

4.3.2 ChairpersonTS Report.

4.3.4 Report of Activities (July 1994 - April 1995).

4.3.5 Goals and Strategies for the next half year (May 1995 - October 1995).

4.3.6 Draft Financial Statements.

4.3.7 Any Other Business.

5.0 READING AND CONFIRMATION OF PREVIOUS MINUTES.

5.1 The following corrections were made in the Draft Minutes:

5.1.1 Minute 6.0, page 8 change 1994/85 to 1994/95.

5.1.2 Minute 7.5 (ii), page 12, the Organizations are SIDA, Rockefeller Foundation and German Foundation.

5.2 After the above corrections had been made the Draft Minutes were endorsed and adopted as a correct record of the Board Meeting on 12th September 1994.

6.0 MATTERS ARISING FROM PREVIOUS MINUTES OF THE MEETING OF TRUSTEES HELD ON 12 SEPTEMBER 1994.

6.1. In previous minute 2.1.1; The Meeting noted that the SAEU (Dar-es-Salaam) Board of Trustees Annual meeting will take place on 17 July 1995. The SAEU (Dar-es-Salaam) will be able to meet transportation and accommodation of the Chairperson in Dar-es-Salaam. Regrettably, it will not be able to meet the expenses of the 2nd member. It was tentatively agreed that the SAEU Trust meet the expenses of the 2nd member in case funds will allow it.

6.2. In previous minute 2.4.1; The Meeting noted that so far it had not been possible for SAIDE to support any SAEU students.

6.3. In previous minute 2.5.1; The Meeting noted that Mr. Carl Wright followed up the issue of release of 2nd tranche by Kagiso Trust both at EU Pretoria and Brussels in September 1994. Pressure from the task force on the one hand, and him on the other resulted in the EU releasing funds to Kagiso Trust and Kagiso Trust to SAEU.

6.4. In previous minute 3.2; The Meeting was notified that so far the Trust has not secured the Tax exemption from the Commissioner of Inland Revenue.

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In previous minute 6.4.1 ii  
In previous minute 6.4.3

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The Meeting noted that Durban Study Centre is now being operationalized but still with skeleton staff of a part time tutor facilitator and 4 part time tutors. Most of the support is still being provided by the Johannesburg Study Centre.

The Meeting was notified that many more ex-tutors and coordinators of SAEU programme in exile are seeking to be awarded certificates of merits to enable them enter other employment fields. Those who are currently operationalizing the programme in South Africa will soon also qualify for the award. Therefore the Chairperson will be required to sign some certificates for the purpose.

The Meeting noted that no additional study centres have been set up.

The Meeting was notified that the NLC rejected the SAEU application for membership but the SAEU is working in close cooperation with. ASECA. The Meeting recalled, however, that SAEU intended to affiliate with the NLC in the area of Basic Education. It, therefore, directed the Management to continue networking with the IEB and other relevant Institutions on the Basic Education Courses.

In previous minute 7.5 iii The Meeting noted with appreciation that the Task Force has done the following activities:

- Follow up of release of 2nd tranche from EU - Kagiso Trust which has now been released.

- Submitted the new funding proposal 1994/95 to EU Kagiso Trust - response is being awaited.

- It is at the final stage of writing a Request Proposal which will be submitted to J ET.

- Played a major role in the review of SAEU Staff salaries.

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In previous minute 3.4; Members requested to be shown the final copy of the Trust Deed.

In previous minute 5.1; It was pointed out that the policy paper was not thoroughly discussed during the last Board Meeting. It was, however, agreed that whereas all other issues raised in the paper had been dealt with, the issue of youth work training was still pending. The Meeting directed the Management to start dealing with it in collaboration with the Youth College.

#### CHAIRPERSON'S REPORT:

Board Paper No. 2.3.1 dealing with issues raised in the Chairperson's Report and Board Paper No 2.3.2 on Delivery of the ASECA Programme (Draft Plan) were presented. In Board Paper No. 2.3.1 eight issues were raised for noting and ten for consideration.

The Meeting noted all the eight issues raised for noting. Considering the need for aggressive collaboration with huge companies, NGOs and other Institutions in South Africa, the Meeting noted that SAEU was already involved with the Education Department of Gauteng Province, ASECA, IEB and the Youth College.

The Meeting recommended that contacts should be made with ESKOM and TRANSNET which are funding agencies. Further, contacts should be opened up with TECHNISA, UNISA and TECHNIKON (SA) with a view to facilitating students access to secondary and tertiary education. Similarly, the Management was directed to concretise through formal letters, links with Gauteng Education Department and the Management Council of UNISA, Johannesburg Learning Centre.

It was unanimously agreed that the Tripartite Agreement came to an end with the setting up of the Board of Trustees. The Meeting noted with appreciation that SACHED Director, Mr. Roy Williams, had assured the SAEU Director, Ms N.E. Ligete, of SACHED's willingness to continue working with the SAEU Trust.

The Meeting nominated Mr. Roy-Williams as a member of the Board of Trustees. A formal request to this effect will be communicated to the nominee by the Chairperson.

Although the Meeting appreciated the fact that new jobs assumed by Ms Ngegebule, Mr. Tikly and Ms Nonyongo deny them the opportunity of working closely with the SAEU Trust as was the case previously, it was nevertheless found inappropriate to relieve them of their responsibilities to the SAEU Trust Board due to their historic and long association with the SAEU Programme. However, it was agreed that Ms Mbatha of SACHED be requested to become a signatory of the SAEU Trust so that in the absence of the other two signatories who now work in Pretoria, she could assist the National Coordinator to honour urgent financial claims promptly. It was further

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agreed that Ms Mbatha will not be a member of the Boardis Task Force.

On salaries, the Meeting noted that existing SAEUis salary structures were not conducive. They lack terminal benefits, housing, travelling and medical care allowances. The Board recommended a review of the salary structures to be carried out immediately with a view to making them conducive. Details of the review will be forwarded to the Director for approval.

As the SAEU Trust does not have a vehicle, the Board authorised the National Coordinator to claim for transport allowance whenever she travel on duty.

Discussing Board Paper No. 2.3.2, the Meeting approved in principle the Draft Plan.

However, in implementing the ASECA Programme, the Board directed the Management to observe the following :

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The Management Council be a Committee. The tasks of the Committee should be specified and in no way should they overlap with those of the Board of Trustees.

The Board of Trustees will also monitor and evaluate the ASECA Programme.

As the subsidies are not budgeted for, the Management should immediately raise the issue with ESKOM, TRANSNET and BP for possible assistance.

The estimates on the salaries need to be amended in view of the Resolution to review the salary structures (Minute 7.7 above). Finally, the Meeting resolved that as much as possible, students should be made to pay for the Programme on their own.

The Board approved the proposal for SAEU to enter into a Consortia with ASECA in order to deliver the Programme. Accordingly, the Meeting directed the Management to specify tasks to be performed by the two Institutions and to enter into a contract on that basis.

The Board resolved that planning work for the Programme will be done by the SAEU and tutors training will be carried out by DETU. Further, tutorsi training will be generic to enable SAEU Tutors handle competently different SAEU Programmes e.g. ASECA, GCE O & A levels, TECHISA, etc.

The Board emphasised that the ASECA Programme should not be conceived as a joint venture between the SAEU and ASECA but as a programmatic approach in the provision of services. Under this approach, SAEU will be funded as a slice of ASECA from RDP and other funds. However in no way does this arrangement imply that the identity of the SAEU will be subsumed to ASECA.

It was agreed that in finalising modalities for cooperation with ASECA, the Coordinator should seek the assistance of the Task Force.

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REPORT OF ACTIVITIES: JULY 1994 - APRIL 1995

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Board Paper No. 2.4.2 was presented by the Management. The Paper highlighted activities carried out during the period July 1994 to April 1995. Activities reported on were Study Centres and Enrolment; Course Materials; Tutorials and Counselling Services; Monitoring and Evaluation; London GCE Examinations; Diversification Programme and Assessment of Progress.

The Paper showed that as at 30th - April 1995, the total students enrolment was 612 in Two Study Centres namely Gauteng, Kwa-Zulu Natal, as well as those without Study Centres in Eastern Cape and Free State. Out of the 621 students, 50 were enrolled in Basic / Foundation Education and 521 in Secondary Education and 50 in Vocational Training.

The Paper further showed that plans were underway to register and provide students with ASECA study materials. On the performance of the SAEU learners, the Paper noted that the pass-rate for June 1994 GCE sitting was 21%. This rose to 52 % in the January 1995 sitting. Finally, the Paper noted insufficient study-materials, inability of a major donor to continue funding the Programme and social problems facing the students as the major constraints facing the SAEU Trust.

The Meeting commended the Management for its significant achievements.

The Report of Activities was accordingly adopted.

GOALS AND STRATEGIES FOR THE NEXT HALF YEAR (MAY 1995 - OCTOBER 1995).

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Board Paper No 2.5.2 was presented by the Management. The Paper outlined Goals to be attained by the Programme in the next half year (May - October 1995) and strategies for realizing them. A total of eleven goals are planned for attainment in this period.

The goals planned are close monitoring of the Durban Centre, registration of 120 students in ASECA Programme, formation of Study Groups, registration of students for GCE and IEB Examinations, students and tutors skills Workshops. Others are working out modalities for partnership with ASECA, liaison with the Institution (SAEU, Dar-es-Salaam), staff development and finalisation of audited financial statements.

It was agreed that the Institution should be referred to as the Founder Institution. As all the other substantive issues raised under this Agenda Item had already been dealt with under Agenda Items No 2.3, the Board approved Board Paper No 2.5.1 for implementation.

## 10.0 DRAFT FINANCIAL STATEMENTS

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Board Paper No 2.6.1 was presented by the Management. The Paper requested the Board to consider Draft Financial Statements by the SAEU Auditors, M. Fisher-and Company. The Auditors awarded the SAEU a qualified certificate "for effects of any adjustments which might have been necessary if the TRUST is not classified as an Educational Fund."

The Paper further noted that the auditors provided a Contingent Liability in terms of an Application for the SAEU Trust to be given Educational Fund Status and hence exemption from the payment of Income Tax. However, in case the consent will not be granted, the Organisation (SAEU Trust), may have a liability for taxation as at 28th February 1995.

Further, the Paper noted that the Deed of Trust for the SAEU Trust came into operation on or after the first Board Meeting which took place on 12 September 1994. Therefore, the Deed of donation of 1 July 1994 cannot be confirmed. The Deed of donation of Rands 23 181,00 cannot be confirmed as these funds were lent to the SAEU South Africa Centre. This issue needs to be brought before the SAEU (Dar-es-Salaam) Board of Trustees Meeting to be held on 17 July 1995 for approval.

The Board noted that it is the responsibility of the Auditors, M. Fisher and Company, to ensure that the process of processing tax exemption for the SAEU Trust is expedited, as so long as the matter is still pending, the Trust will not get clean certificates, besides finding itself in arrears as a result of taxation. It was, therefore, agreed that the SAEU Director should have a discussion with the Auditors on the matter before her departure.

The Board agreed that it was not correct to enter the balance owed to the SAEU (Dar-es-Salaam) as a donation to the SAEU Trust. However, the Board resolved to refund money spent on the tickets. The remaining balance will now be referred to SAEU (Dar-es-Salaam) Board for a final decision on whether or not to convert it into a donation to the SAEU Trust.

The Meeting noted that the name of Ms E.P. Nonyongo was wrongly spelled in the Draft Auditors Report.

With the foregoing observations and amendments, the Board approved the Draft Statements for onward transmission to the Auditors for adjustment.

## 11.0 ANY OTHER BUSINESS

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The Meeting resolved to register the Boards gratitude and appreciation to the IDT for its generous financial assistance to the SAEU in South Africa for the period 1993/94 - 1994/95 (Annex I).

11.2 SAEU (Dar-es-Salaam) presented a brief on its current activities for the information of the Board (Annex II).

11.3 The Meeting endorsed the brief and commended the SAEU (Dar-es-Salaam) for its good work. As regards the evaluation of the SAEU Programmes 1984-1994, the Meeting resolved that interviewees in South Africa should be notified early enough so that they may be available for the interviews.

11.4 The National Coordinator of the SAEU Trust, Ms M Mthembu thanked the Board of Trustees in general and Members of the Task Force in particular for the constant and consistent support and advice they have been availing to her. She also thanked the SAEU Director, Ms N.E. Ligate, for similar assistance.

#### 12.0 CLOSURE

12.1 The Chairperson, Ms A.T. Ngegebule, thanked all the Members for their participation and contribution to the issues of the Meeting. She wished every member and the SAEU Trust in general, success and a bright future.

12.2 The Chairperson declared the Meeting closed at 13:25 hrs.

Minutes confirmed as a correct record in a Meeting held on 24 May. I 81615

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A.T. NGENGEBULE M. MTHEMBU

CHAIRPERSON SECRETARY



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BE IT HEREBY MADE KNOWN:

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That on this the k2 day OfJEPMW xih the year 1994, before me,

KATHLEEN MARGARET SATCHWBLL Of Johannesburg,

Public by lawful authority admitted and sworn,

the subscribed witnesses game and appeared:

Transvaal, Notary

in the presence

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NDERIKYO ELIZABETH LIGATE

Passport Number: D 000 1488 (Tanzania)

CARL WRIGHT

Passport Number: 007 01 4396 (UK)

MOHAMMED TIKLY

Identity Number: 39 07 07 55 52 086

He being represented hereat by NDERIKYO

ELIZABETH LIGATE she being the duly

authorised agent of MOHAMMED TIKLY acting

under Special Power of Attorney, which Power

of Attorney remains filed in my Protocol

4. JENNIFER ANN GLENNIE

Identity Number: 50 11 30 00 99 001

5. ALICE THANDIWB NGBNGEBULE

Identity Number: 43 03 23 03 85 084

She being represented hereat by EVELYN PULANE NYONYONGO

she being the duly authorised agent of ALICE THANDIWE

NGENGEBULE acting under Special Power of Attorney,

which Power of Attorney remains filed in my Protocol &j

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7. EVELYN PULANE NYONYONGO

Identity Number: 44 02 14 14 49 087 'h

8. GODFREY MANDLENKOSI GAMEDE

Identity Number: 56 07 15 58 39 084

(hereinafter called the "Trustees")

NOW THEREFORE THE APPEARERS DECLARED: 1

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1. Creatlon of Trust and donation Cb V '

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An educational Trust is hereby established which shall be known as "THE SOUTH AFRICAN EXTENSION UNIT TRUST".

The Founder of this Trust is THE SOUTHERN AFRICAN EXTENSION UNIT OF DAR ES SALAAM, TANZANIA.

The Founder wishes to establish an Educational Fund'in the Republic for the sole purpose of receiving donations to be used exclusively for the aim of providing the opportunity to disadvantaged South African adults and youth to acquire or upgrade their educational qualifications through distance learning method as a means of broadening their career prospects. At the behest of the Founders, NDERIKYO ELIZABETH LIGATE hereby donates the sum of One Hundred Rand (R100,00) as the initial capital of the Trust.

## 2. Objects of the Trust

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To establish an educational fund in the Republic for the sole purpose of receiving donations to be used exclusively for the defrayal of expenditure directly incurred in the provision of educational or training facilities for the benefit of disadvantaged South African adults and youth who are studying through distance learning methods and who are students and trainees of the Educational fund.

To provide disadvantaged South African adult and youth with study materials, tutorial support services and training workshops so as to complete their distance learning education in areas of adult basic education, secondary education, vocational training and.university education.

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2.3 To establish and equip national and regional study centres to provide teaching, library, seminar and study facilities for distance learning courses for students of the Trust.

To assist students in registering for examinations with external bodies, universities, the Independent Examination Board and all other public bodies providing degrees, diplomas and certificates.

2.5 To engage and liaise with educational institutions, local authorities and all other bodies and programmes within and outside of South Africa which have as their object increasing the access of disadvantaged South African adults and youth to adult education, vocational and further training.

2.6 Generally to establish, support and join in similar activities which, in the opinion of the Trust, are incidental to the foregoing objects and which will result in furthering the objects of the Trust.

3. Legal status and vesting of Trust Property

3.1 The Trustees in their capacity as such will be capable of suing and being sued and of holding property of all kinds, movable and immovable, corporeal and incorporeal, apart from their own property.

3.2 The assets and the donations from benefactors must vest in the Trustees in their capacity as such and be held by them for the achievement of the objects of th

Trust, subject to the terms of this Trust Deed.

#### 4. Board of Trustees

The control of the affairs of the Trust will be vested in the Board. The Board will, in particular, be charged with the responsibility of monitoring the achievement of the objects and principles set out in clause 2 hereof.

#### 5. Appointment of and loss of office by Trustees

5.1 The Director of the Founder shall ex officio be a member of the Board of Trustees of this Trust.

5.2 The Founder shall be further represented on the Board of this Trust by one other person who shall be nominated and appointed to the Board of this Trust by the Founder.

5.3 There must at all times be no fewer than seven and no more than twelve Trustees. Should the minimum number of Trustees fall below seven, pending the appointment of any successor to a Trustee who has ceased to hold office as such, the Trustee or Trustees remaining in office will be empowered to act in the preservation of and to attend to the formal administration of the Trust.

5.4 A Trustee may resign by written notice to the other Trustees and the Master of the Supreme Court.

5.5 The office of a Trustee must be vacated if:

5.5.1 the trustee is sequestrated or commits an act of insolvency;

.5.2 the trustee is certified under the Mental Health Act or is of unsound mind or incapable of managing that trustee's own affairs;

.5.3 the trustee becomes disqualified from being , a director of a company under Section 218(1)(c) of the Companies Act, 1973, as amended, or any corresponding statutory provision;

5.5.4 the trustee is absent without the approval of the Board from three consecutive meetings of the Board;

5.5.5 at least two-thirds of the remaining Trustees vote in favour of that trustee's removal from office after written notice has been given to that trustee of the proposed resolution and the trustee has been given an opportunity to make written or oral representation to the remaining Trustees as to why the trustee should not be removed from office.

The Trustees shall appoint one of their members as a Chairperson and one of their members as Vice Chairperson and such Chairperson and Vice Chairperson shall hold office for a period of one year unless during that time any one of them ceases to be a. Trustee. A retiring Chairperson or Vice Chairperson shall be eligible for re-appointment.

The Chairperson, or in the Chairperson's absence the Vice Chairperson, shall be the Chairperson at all M?

meetings of the Trust.

Proceedings of Trustees

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The Trustees may adopt such procedures and take such administrative steps as they deem necessary and advisable, provided that they give effect to this Deed. The Trustees shall be obliged to meet at least once every six months. The date and place of meetings shall be as determined by the Board. The chairperson will, however, have power to call a meeting of the Board when in the Chairperson's opinion circumstances justify such a step and will be obliged to do so on receipt of a written requisition signed by at least five Trustees specifying the business to be transacted at such meeting.

Meetings of the Board shall be convened and chaired by the chairperson and, in his absence, the Vice-Chairperson of the Board. Reasonable notice will be given to Trustees of meetings of the Board.

Save as otherwise provided, at any meeting of the Board, the decision of the majority shall be deemed to be the decision of the Board. The chairperson of the meeting will have a casting vote.

At meetings of the Board the simple majority of Trustees will constitute a quorum, provided that the Chairperson or Vice-Chairperson, or their nominees, and the representative of the Founding Organisation are all present.

A resolution in writing signed by all the Trustees for the time being shall be as valid and effective as if it had been passed at a meeting of the Trustees duly convened and held and may consist of several documents in like form each signed by one or more of th

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Trustees. For the purposes of this clause:

6.6.1 the signature of alternate Trustee shall suffice in lieu of the signature of the Trustee appointing that trustee;

6.6.2 unless otherwise stated in the resolution, ( it shall be deemed to have been passed on the date upon which it was signed by the last signatory;

6.6.3 a resolution shall be deemed to have been signed if consent thereto has been given in a message transmitted by telegram or telefax and purporting to emanate from the person whose signature to such resolution is required.

Such resolution shall be noted at the next meeting of the Trustees.

6.7 The Trustees shall keep written minutes of their meetings.

Powers of Trustees

The Board shall, without limiting the general powers conferred on it, have all the powers and duties necessary to achieve the objects of the Trust and ancillary to them, which, shall include the powers to:

7.1 Acquire, buy, sell, dispose or hire property on any terms and conditions and to transfer rights in property provided that such property transactions are conducted with the sole purpose of furthering the objects of the Trust;

7.2 Open and operate an account in a bank, building society

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or other financial institution, to draw, sign, endorse and negotiate cheques, and to draw, accept and endorse bills of exchange and promissory notes in relation to the affairs of the Trust, subject to the restriction in 9.7.2;

Appoint auditors and other professional advisers;

Borrow money upon terms and conditions which they deem fit;

Apply and/or distribute the income and, insofar as is necessary, the capital required by the Trust for the purposes for which it is established;

Maintain, insure and protect property of the Trust;

Make representations and give general advice on matters concerning the welfare of the Trust;

Institute or defend any legal proceedings on behalf of the Trust and to that end appoint professional representatives;

Delegate any of its powers to committees consisting of two or more Trustees and such other persons as may be appropriate;

Assume or co-opt Trustees in terms of this Deed;

Exercise voting powers attaching to any shares, interest, office, or benefit in any corporation;

Compromise, abandon, submit to arbitration or settle any debt or obligation due by the Trust and any debt or claim in its favour and any account; claim, obligation, right or appointment in relation to the ?ngt1s

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property or affairs;

7.13 Enter into agreements for the Trust and accept benefits under contracts entered into for the benefit of the Trust, whether before or after its establishment;

7.14 To employ personnel for the purposes aforesaid, including persons who may be Trustees, and to determine their remuneration and conditions of employment; and generally to do all things and sign all documents that may be necessary to enable the Trustees to discharge their obligations under this Deed and to fulfil the objects for which the Trust has been established.

Restrictions on powers of the Board

Notwithstanding anything to the contrary contained herein:

8.1 The Trust is not formed and does not exist for the purpose of carrying on any business that has for its object the acquisition of gain by the Trust;

8.2 The income and assets of the Trust shall be applied solely for the promotion of the objects for which the Trust is established and may not transfer any portion thereof directly in any manner whatsoever so as to profit any person other than by way of the payment in good faith of reasonable remuneration to any officer or employee for services rendered.

8.3 The funds of the Trust will be used exclusively within and the activities of the Trust will be confined to the Republic;

8.4 All donations to the Trust shall be irrevocably a

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subject to the terms and conditions of this Deed;  
No buildings owned by the Trust may be occupied free of charge save by the Trust;

At least 75% of the nett revenue of the Trust must be distributed by the Trust in accordance with the objects within 12 months from the end of the financial year in which it accrues, provided that permission to accumulate capital in excess of 25% limit which is not so distributed may be sought from the Commissioner for Inland Revenue for purposes of particular capital projects;

The Trustees shall not have the power to:

8.7.1 buy or otherwise acquire movable, immovable or incorporeal property of any nature for the purpose of carrying on the business of leasing such property to any person or for the purposes of conducting any business thereon solely for profit or gain;

8.7.2 attend to any transactions of a patently speculative nature in relation to movable, immovable or incorporeal' property of any nature; nor conduct any business whatsoever or ordinary trading operations in a commercial sense nor conduct any dividend stripping activities; or invest cash.

resources other than in one or more financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, No. 29 of 1984, and shares listed on a licensed stock exchange as defined in the Stock Exchange Control Act, No. 1 of 1985; Q

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8.7.3 make loans to Trustees;

without first having obtained the approval of the  
Commissioner for Inland Revenue;

No donor, nor Trustee nor any of their relatives may  
derive benefit from the income or capital of the Trust,  
provided the foregoing shall not be construed as  
restricting any Trustee from becoming an employee of  
the Trust and being paid for that trustee's services or  
being reimbursed for any expenses reasonably incurred  
on behalf of the Trust.

9. Receipts for donations

9.1 The Trust shall, in respect of every donation to the  
Educational Fund, furnish the Donor with a receipt on  
which the following particulars are given:

9.1.1 the date of receipt of the donation;

9.1.2 the name of the Trust, together with an  
address to which enquiries may be directed  
in connection therewith;

9.2.3 the name and address of the Donor;

9.1.4 the amount or nature of the donation; and

9.1.5 a certificate to the effect that the receipt'  
is issued for the purposes of Section 18A of  
the Income Tax Act, 1962, and the donation  
has been or will be used exclusively for the  
purposes of the Educational Fund.

9.2 All donations to the Trust shall be irrevocable and  
subject to the terms and conditions of this Trust Deed.

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#### Financial affairs

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10.1 The Trustees shall keep accurate records of the administration of the Trust and its property and to this end must appoint an independent auditor whom they may replace.

10.2 The Board shall annually procure that a balance sheet and income statement is prepared and audited by a person registered as an auditor by the Public Accountants and Auditors Board, which they will approve as correct at a meeting of the Trust to be held within six months of the financial year end.

10.3 The financial year end. of the Trust. will be 28th February of each year.

#### Distribution of income and capital

The income and capital of the Trust shall be applied solely towards the attainment of the objects of the Trust.

#### Indemnity of Trustees

Subject to the Trust Property Control Act, 1988, as amended:

12.1 A Trustee will be indemnified out of the Trust assets- against all claims and demands of whatsoever nature that may be made upon that trustee arising out of the exercise or purported exercise of any of the powers hereby conferred upon that trustee, unless the loss in question is caused by that trustee's gross negligence, dishonesty or other wilful misconduct or, where such loss results from that trustee's failure to show the

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degree of care, diligence and skill which can  
affairs of another;

No Trustee shall be liable for any act or dishonesty or  
other misconduct committed by any other Trustee unless  
that trustee knowingly allowed such conduct or was-an  
accessory thereto;

The Trustees may, subject to the approval of the Board,  
be entitled to reimburse themselves and pay and  
discharge out of the Trust funds all expenses which may  
be incurred by them in the execution of the Trust's  
objects;

If the Trustees bona fide make a payment to any person  
under the terms of this Deed and it is subsequently  
found that such person was not entitled to such  
payment, the Trustees shall nevertheless not be  
responsible for the monies they paid.

13. Amendment

The Trustees may amend this Deed in order to facilitate the  
achievement of the Trust's objects with the written consent  
of two-thirds of the Trustees, provided that a copy of the  
amendment must be sent to the Commissioner for Inland  
Revenue or the Commissioner's designated official.

14. Master of the Supreme Court

14.1

Neither the Master of the Supreme Court of the Republic  
nor the similar official of any territory forming part  
of it nor any other competent authority shall have  
control over the Trust subject to the provisions of the

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TKC:

Trust Property Control Act, No. 57 of 1988, and no portion of income or capital shall be paid into any Guardian's Fund.

14.2 No Trustee, whether appointed under this Deed or as a successor or an additional Trustee, shall be obliged to furnish security to the Master of the Supreme Court or to any other official or authority, whether under the Trust Property Control Act, No. 57 of 1988, or under any other law which may now be in force or which may come into force in future for the due performance of that trustee's duties as Trustee.

15. Duration and termination of Trust

The Trust will endure for an indefinite period, provided that:

15.1 The Trust shall terminate upon a resolution for its termination being passed by at least two-thirds of the Trustees for the time being in office, which decision shall be taken at a meeting of which at least one month's notice has been given; and

15.2 Upon such termination of the Trust, the capital together with any undistributed income must be transferred to some other educational association, institution, fund or Trust having objects similar to those of the Trust established in terms of this Deed and which is situated in the Republic and is exempt in respect of income tax and donations tax, as determined by the Trustees upon or before the termination of the Trust, and failing such determination, as determined by the Master of the Supreme Court.

16.

16

Interpretation

In this Deed:

16.1 Clause and. paragraph. headings are for purposes 06  
reference only and shall not be used in interpretation;

16.2 Unless the context clearly indicates a contrary  
intention, words connoting:

16.2.1 I any gender includes the other gender;

16.2.2 the singular includes the plural and vice  
versa;

16.2.3 natural persons include artificial persons  
and vice versa;

16.2.4 insolvency includes provisional or final  
sequestration, liquidation or judicial  
management;

16.3 Any reference to a statute in the Republic of South  
Africa shall be deemed to include a reference to any  
statute which replaces the statute referred to and to  
the corresponding statute in any territory which  
formerly formed part of it and any statutory amendment  
or substitution thereof;

16.4 The following expressions shall bear the meanings  
assigned to them below and cognate expressions shall  
bear corresponding meanings:

16.4.1 "the Board" means the Trustees appointed,  
nominated or co-opted under  
the provisions of 6;

16.4.2 "the Founder" Southern African Extensio  
Unit (Dar es Salaam)

16.4.3 "Educational BJJL



Fund" shall have the meaning assigned to it in paragraphs (b)(iv) and (c)(i) of Section 18A of the Income Tax Act, 1962;

16.4.4 "Property" means movable, immovable, corporeal, or incorporeal property and money, as well as any real, personal or contingent right in or to acquire such property or money;

16.4.5 "Republic" means the Republic of South Africa as constituted at 31 May 1961;

16.4.6 "the Trust" means the educational Trust established in terms of 2;

16.4.7 "Trustees" means members of the Board.

SIGNED at JOHANNESBURG by the TRUSTEES on the IQBkJ day of EQfgs 1994

SPECIAL POWER OF ATTORNEY

I, the undersigned,

MOHAMMED TIKLY

do hereby nominate, constitute and appoint ELIZABETH  
NDERIKYO LIGATE to be my true and lawful Attorney and  
Agent with power to:

1. Represent me at the first meeting of the Board  
of Trustees of the South African Extension  
Unit.

2. To accept appointment as a Trustee of the  
aforesaid Trust for and on my behalf and to  
sign the Deed of Trust of the aforesaid Trust  
for and on my behalf.

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DATED at JOHANNESBURG this '9? day of gflaj /1994

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M TIKLY

SPECIAL POWER OF ATTORNEY

I, the undersigned,

ALICE THANDIWE NGENCEBULE

do hereby nominate, constitute and appoint EVELYN  
PULANE NYONYONGO to be my true and lawful Attorney  
and Agent with power to:

1. Represent me at the first meeting of the Board  
of Trustees of the South African Extension  
Unit.

2. To accept appointment as a Trustee of the  
aforesaid Trust for and on my behalf and to  
sign the Deed of Trust of the aforesaid Trust  
for and on my behalf.

DATED at JOHANNESBURG this %;%aay of egzwf' 1994

A T NGENCEBULE

Al\_NELJ  
SOUTH AFRICAN EXTENSION UNIT  
SAEU Programme  
c/o SACHED Trust, Allied Building,  
236 Bree Street, Johannesburg 2001  
Our Ref\_ P.O. Box 11350 Johannesburg 2000  
Tel: (011) 333-9746 Fax:1011) 333-2297  
Mr. B. Bhenya 25 May 1995  
Project Controller  
PO. Box 16114  
VLAEBERG  
8018

Ref. 552/3191 - ED 1225/NC.

Dear Mr. Bhenya

RESOLUTIONS

The SAEU Board of Trustees at its 2nd Meeting held at Johannesburg on Thursday, 25th May 1995 resolved as follows:

Resolution 1: The Board acknowledges with gratitude generous financial support extended to the SAEU by IDT for the period 1993/1994 - 1994/1995.

Resolution 2: The Board acknowledges with appreciation IDT's commitment in honouring fully its financial pledges to the SAEU; for remitting the same timely and in regular instalments.

MS A.T. NGENGEBULE

CHAIRPERSON

MS N.E. LIGATE MR M. TIKLY

TRUSTEE TRUSTEE

MR C. WRIGHT MS E. NONYONGO

TRUSTEE TRUSTEE

REV M.G. GAMEDE MS J . GLENNIE

TRUSTEE TRUSTEE

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HEADQUARTERS:, The Director. SAEU, P O Box 70074. DAR ES SALAAM. TANZANIA.

Telephone: (09255-51) 37325/6; Telex: 41869 SAEU TZ: Fax: (09255-51) 37325

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2.0  
3.0

Annex II

25th May 1995

A BRIEF ON THE CURRENT ACTIVITIES  
OF THE SISTER INSTITUTION  
(SAEU, DAR-ES-SALAAM)

On the occasion of the 2nd Board Meeting of the SAEU Trust, SAEU (Dar-es-Salaam) wishes to register its deep appreciation and gratitude to the Chairperson, Trustees, the National Coordinator, Administrative Secretary and the students for your tireless efforts in realising the objectives of the TRUST. Further, SAEU (Dar-es-Salaam) wishes to congratulate the Board and the Management of the TRUST for the very significant achievements you have realised and hence the progress you have made since the inaugural Board Meeting in September 1994. It' is noted that your accomplishments have been realised in an environment characterised with very daunting challenges. Once again, we wish you the very best for the future.

SAEU (Dar-es-Salaam) is currently implementing the tasks recommended to it under the long-term phase (five years and beyond), in the IEC Consultancy Report (1992). As you may correctly recall, the tasks involve working with other refugees on the one hand and promoting general human resource development through distance education programmes on the other. As far as the former is concerned, UNHCR (Tanzania), has since early this year contracted SAEU (Dar-es-Salaam) to organise and implement an innovative educational programme for Burundi refugees in Western Tanzania (Kigoma and Tabora Regions). The contract was awarded following the approval of a Needs Assessment Survey (NAS) Report on the educational and training needs of the Burundi refugee students in the two Regions which was carried out by SAEU (Dar-es-Salaam). We look forward to launching the programme which will inter-alia involve language courses in English and French, strengthening Self-Study Groups, setting up and equipping Educational Resource Centres, in June 1995.

As regards the latter task, SAEU (Dar-es-Salaam) is currently developing distance education modules for the training of over 3000 elected local Government Councils on their roles and conduct in Multi-Party Tanzania. The project has been approved by the Prime Ministers office and funding is expected from the Government of Tanzania and the European Community the latter through the Commonwealth Local Government Forum (UGF). As the project continues, SAEU (Dar-es-Salaam) intends to share expertise and experience on it with the SAEU TRUST with the hope that in future, the latter may undertake a similar project in South Africa.

As the original objectives for which the SAEU was set-up in November 1984 have more or less been achieved now, SAEU (Dar-es-Salaam) intends to carry out a major evaluation of SAEU conduct and performance within the period 1984 - 1994 later this year. Initial work on this activity started in Dar-es-Salaam and continued here in Johannesburg during the current visit. It is expected that in August 1995, the Evaluation Team will visit South Africa to finalise the task of collecting data from the SAEU Trust and former SAEU Coordinators and students who now reside in the country. SAEU (Dar-es-Salaam) will foot all the expenses of the Evaluation Team including travelling and accommodation to and in South Africa.

-2-

4.0 SAEU (Dar-es-Salaam) looks forward to continue communicating with the SAEU Trust on issues raised and even those which have not been raised here during its next Board Meeting scheduled for Dar-es-Salaam in July 1995 and also through normal correspondences.

I submit

N .E. LIGATE

DIRECTOR

SOUTH AFRICAN EXTENSION UNIT

SAEU Programme

c/o SACHED Trust. Allied Building,

236 Bree Street. Johannesburg 2001

P O Box 11350 Johannesburg 2000

Tel: (011) 333-9746 Fax: (011) 333-2297

Our Ref.

Mr. B. Bhenya

Project Controller

PO. Box 16114

VLAEBERG

8018

Ref. 552/3191 - ED 1225/NC.

Dear Mr. Bhenya

RESOLUTIONS

The SAEU Board of Trustees at its 2nd Meeting held at Johannesburg on Thursday, 25th May 1995 resolved as follows:

Resolution 1: The Board acknowledges with gratitude generous financial support extended to the SAEU by IDTV for the period 1993/1994 - 1994/1995.

Resolution 2: The Board acknowledges with appreciation IDTV's commitment in honouring fully its financial pledges to the SAEU; for remitting the same timely and in regular instalments.

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MS A.T. NGENGEBULE

/1/ / CHAIRPERSON

' MS NBC. LIGATE J MR M. TIKLY

TRUSTEE TRUSTEE

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MR C. WRIGHT MS E. NGNY GO

/ STEE TRUSTEE

Q4437; 4456M

. G MEDE

/ REV M. MS J. GLENNIE

TRUSTEE TRUSTEE

HEADQUARTERS:, The Director. SAEU, P O Box 70074. DAR ES SALAAM, TANZANIA.

THE SECOND MEETING OF THE SOUTH AFRICAN  
EXTENSION UNIT BOARD OF TRUSTEES TO  
BE HELD ON THE 25 MAY 1995  
AT THE BOARDROOM  
6TH FLOOR.

Proposed Agenda Items for the SAEU Board Meeting

2.1 Reading and Confirmation of Previous Minutes.

2.2 Matters Arising From the Previous Minutes.

2.3 Chairperson's Report.

2.4 Report of Activities (July 1994 - April 1995)

2.5 Goals and Strategies for the next half year (May 1995 - October 1995).

6. Draft Financial Statements

6. Any Other Business

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BOARD PAPER NO. 2.2.1

Matters arising from previous minutes of the meeting of Trustees held on 12 September 1994.

1.

In previous minute

In previous minute

In previous minute

In previous minute

In previous minute

In previous minute

2.1.1

2.4.1

2.5.1

3.2

4.2 vi

4.3

The SAEU (Dar-es-Salaam) Board of Trustees Annual meeting will take place on 17 July 1995. The SAEU (Dar-es-Salaam) will be able to meet transportation and accommodation of the Chairperson in Dar-es-Salaam. Regrettably, it is unable to meet the expenses of the 2nd member.

So far it has not been possible for SAIDE to support any SAEU students.

Mr. Carl Wright followed up the issue of release of 2nd tranche by Kagiso Trust both at EU Pretoria and Brussels in September 1994. Pressure from the task force on the one hand, and him on the other resulted in the EU releasing funds to Kagiso Trust and Kagiso Trust to SAEU.

So far the Trust has not secured the Tax exemption from the Commissioner of Inland Revenue.

Durban Study Centre is now being operationalized but still with skeleton staff of a part time tutor facilitator and 4 part time tutors. Most of the support is still being provided by the Johannesburg Study Centre.

Many more ex-tutors and coordinators of SAEU programme in exile are seeking to be awarded certificates of merits to enable them enter other employment fields. Those who are currently operationalizing the programme in South Africa will soon also qualify for the award. Therefore the Chairperson will be required to sign some certificates for the purpose.

9.

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In previous minute

In previous minute

In previous minute

6.4.1 (ii)

6.4.3

7.5 (iii)

No additional study centres have been set up.

The NLC rejected the SAEU application for membership but the SAEU is working in close cooperation with ASECA.

The task force has done the following activities:

- Follow up of release of 2nd tranche from

EU - Kagiso Trust which has now been released.

- Submitted the new funding proposal

1994/95 to EU Kagiso Trust - response is being awaited.

- It is at the final stage of writing a

Request Proposal which will be submitted to JET.

- Played a major role in the review of

SAEU Staff salaries.

BOARD PAPER NO. 2.4.1

REPORT OF ACTIVITIES: JULY 1994 - APRIL 1995:

1. Board Paper No. 2.4.1 highlights the activities carried out during the period July 1994 - April 1995. Activities reported on are Study Centres and Enrolment; Course Materials; Tutorials and Counselling Services; Monitoring and Evaluation, London GCE Examinationstiversification Programme and Assessment of Progress.
  2. The Report shows that as at 30th April 1995 the total students enrolment was 621 in four Study Centres namely Gauteng, Kwa - Zulu NatalEastern Cape and North West. Out of the 621 students, 50 were enroled in Basic/Foundation Education 521 in Secondary Education and 50 in Vocational Training.
  3. The Report notes that plans are currently underway to register and provide students with ASECA study materials. Further, the Report notes that tutors and studentsl orientation workshops were organised, counselling and support services provided to the students.
  4. As regards the performance of the SAEU learners, the Report shows that the pass-rate for June 1994 GCE sitting was 21%. This rose to 52% in the January 1995.: sitting.
  5. Assessing the performance of the SAEU Programme, the Report mentions successful registration of the target number of students (500) and the institution of its legal stat us as a Trust as very significant achievements. As regards problems faced by the Programme, the Report mentions insufficient study-materials, inability of a major donor to continue funding the Programme and social problems facing the students.
  6. Board Members are kindly requested to study the Report of activities and adopt it.
- naomihbc

BOARD PAPER 2.4.1: REPORT OF ACTIVITIES: JULY 1994 TO  
APRIL 1995.

1.0 Introduction

This report highlights the activities that were carried out under SAEU during July 1994 to April 1995.

The structure of the Report is as follows:

- i) Study Centre and Enrolment.
- ii) Course Materials
- iii) Tutorials and Counselling Services
- iv) Regional Support
- v) Monitoring and Evaluation
- vi) London GCE Examinations
- vii) Diversification Programme
- viii) Assessment of Progress
- ix) Conclusion and Recommendations

2.1 Study Centres and Enrolment

Presently the SAEU operates from two study centres; the one in Durban as well as the one in Johannesburg. Tutorials were offered fortnightly on Saturdays in both centres. The Durban Study Centre is facilitated by a tutor who is part time, with the support of the 4 tutorial staff members. The Johannesburg office has two full time staff namely, the Administrative Secretary and the Co-ordinator. Presently there are seven part time tutors in this centre.

Besides tutorial support, learners and tutors are supported through relevant workshops in both centres. Educational tours and educational videos are also organised from time to time to enhance the learners learning process. Assignments form another important form of evaluating the students performance.

Table 2.1.1 Enrolment of the SAEU learners as at 30 April 1995

Region Programmes Secondary

Basic/Foundation

-476

Kwa-Zulu 70 73

Natal

—-

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2.2  
2.3  
2.4  
2.4.1  
2.

. Vocational Courses were/are sponsored by Japanese Volunteer Centre. These learners are also registered with SAEU. The Courses they registered for varied from Electronics, Computing, Bookkeeping, Secretarial Courses as well as Business Management that was offered by the Newport Executive College in Rosebank for a period of five months.

The contribution of this aspect to the SAEU programme has significantly contributed to the employment opportunities for the SAEU learners, who have already graduated. Unfortunately very few learners could be selected to do these courses due to financial restrictions.

#### Course Materials

(i) The SAEU learners on registration were issued with course materials with the hope that these would be returned on completion of each course. This has been to a small scale effected, as few students have passed the courses for which they were registered.

(ii) The demand for Study materials leads to an urge to continue the process of reproducing some materials locally, although this should be minimised.

(iii) A portion of the SAEU learners will be starting on a diversified programme called ASECA. This will result in the SAEU purchasing the study materials for its learners locally, that is from SACHED Trust.

(iv) A follow up of the study material that would be freighted to Johannesburg from Uganda will be made soon.

#### Tutorials and Counselling Services

Tutorials were provided fortnightly and on special circumstances weekly on Saturdays at the Johannesburg Centre. Special circumstances would be the special requests made by learners preparing for their GCE External Exams to receive more support.

The results for the first group that wrote exams in May/June 1994 are shown in Table 2.6.1. The results for the Second Group that wrote in January 1995 have also arrived. The table referred to above includes the analysis of both Exams.

#### Regional Support

##### Training Workshops

(i) Training Workshops for tutors were organised by SAEU in conjunction with DETU. One workshop took place on 16 July 1994 and was attended by six SAEU tutors and Coordinator. The main purpose of the workshop was to enskill and review the tutors understanding and knowledge of Distance Education.

2.5

2.6

-3-

(ii) One Students Study Skills Workshop was also planned and held in September. The aim of this workshop was to jointly assist and motivate the SAEU learners, who would be sitting for their GCE Exams in January 1995, with correct effective study methods used in independent studying (DE). The SAEU staff carried this activity out jointly and successfully.

(iii) The same workshop was organised for the Durban Centre and carried out on 19 March 1995.

The SAEU learners were assisted in Practical Subjects like Physics and Chemistry A level through the Wits University as casual Lab Students.

Monitoring and Evaluation

Progress and problems of the SAEU were conducted through monitoring and evaluation visits by the SAEU Staff from Dar es Salaam, as well as by the Coordinator's close interaction with students and tutors. Monthly progress Reports were also important mechanisms. The last visit by the Director took place from 7 September to the 12 September 1994. The next visit is scheduled for 21 May to 27 May 1995.

On a day to day basis, progress and problems of the programme have been monitored by the Trustees residing in South Africa.

London GCE Examinations

In this section it will be important to provide the results of the SAEU learners who sat for the exams in June 1994 as well as in January 1995.

Table 2.6.1 Performance of SAEU learners: June 1994 and January 1995 London GCE Examinations.

Date of No of

Exam Students

Register

ed

62% 5 21% 19 79% -38%

1995

No of

Absentees

No of

Students

No of

Students

No of

Students

2.7

2.8

From the table above, it is evident that the rate of students registered who do not attempt to sit for the exams has not been effectively addressed. Different reasons for the situation can be provided. They range from:

0 The problematic social life of the learners who might change the residence from time to time, as they have no fixed addresses for their ad hoc engagements.

0 It must also be borne in mind that registration of students is made three months prior to the actual exams. Some strategies to try and curb this problem will have to be made.

Most of the SAEU learners who could not pass the GCE Exams during the past two occasions will be encouraged to register within the ASECA Course, that will be delivered within the SAEU.

The learners that have already passed the 0 levels will not be encouraged to do A levels. Instead, they will be advised to study for matriculation or any equivalence in South Africa.

Diversification Programme

Major discussions between SAEU and ASECA have taken place so that the programme may be delivered with effect from July 1995. Training of SAEU tutors and staff in the use of the ASECA materials through DETU and ASECA will be implemented from 13 May 1995 through face to face as well as the distance education modes.

Besides these courses, 36 SAEU learners were sponsored by Japanese International Volunteer Centre to do short Vocational and Technical Skills Courses through various institutions. These courses include: Electronics Computerised Bookkeeping, Secretarial Courses, Business Management, Designing and Dressmaking; Art, etc.

Besides these 36 fourteen students are still busy with various courses.

The courses are mostly conducted through face to face for a period of 3 to 12 months only. The SAEU learners pursue both the SAEU and these Courses simultaneously.

SAEU will consider cooperating with the Youth College in order to support the learners interested in pursuing Vocational and Technical Skills Courses, while doing the ASECA courses as well.

Assessment of progress

2.8.1. Highlights of Achievements

The SAEU has been able to reach the target number of learners (500) and registered them successfully.

Tutorial support given to learners was useful to both the coordinator and the learners. This credit indicates the coordinators ability to work and communicate well with her staff as well as the staffs commitment to their work.

Monitoring and Evaluation visits were conducted by the Director and one member of Staff from the Head Office from time to time as well as by the Trustees residing in South Africa.

All attempts to fundraise for 1995 and ensure continuity of the programme were made through coordinators follow up, especially with Kagiso Trust. This resulted in the submission of a new funding proposal for 1995 to Kagiso Trust to Kagiso Trust. IDT had been able to provide a bridging fee of R100 000,00 for 1995 in two instalments, following an appeal which had been made by SAEU Director.

The institution of the legal status of the SAEU as a Trust was one of the major accomplishments.

Attempts to diversify the programme through partnership with ASECA and other NGOs are approaching final stages.

#### 2.8.2 Problems faced by the Programme

The problems encountered were due to the following:

- (i)
- (ii)
- (iii)
- (V)

The insufficiency of study materials.

Inability to fully operationalise the Durban Centre due to funding problems.

Notice from one donor partners of its inability to continue funding the programme fully in 1995. Its grant was drastically cut by 80%.

The social problems faced by the SAEU learners in terms of residential addresses, postal systems, etc., unemployment, inability to contribute to the the programme, etc.